

Yukon

CITY COUNCIL AGENDA

August 16, 2011

John Alberts, Mayor ~ Ward 2
Nick Grba, Vice Mayor ~ Ward 1
Dewayne Maxey, Council Member ~ Ward 3
Bob Bradway, Council Member ~ Ward 4
Ken Smith, Council Member ~ At-Large
Grayson Bottom, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
August 16, 2011 - 6:00 p.m.

There is no work session scheduled for August 16, 2011.

City Council - Municipal Authority Agendas

August 16, 2011 - 7:00 p.m.

Council Chambers – Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 15, 2011.

Invocation: Pastor Ron Rasmussen, Christ's Church of Yukon

Flag Salute:

Roll Call: John Alberts, Mayor
Nick Grba, Vice-Mayor
Bob Bradway, Council Member
Ken Smith, Council Member
Dewayne Maxey, Council Member

Presentations and Proclamations

Visitors

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of August 2, 2011
- B) Payment of material claims in the amount of \$300,723.10

ACTION

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of August 2, 2011
- B) Payment of material claims in the amount of \$211,889.61
- C) Setting the date for the next regular Council meeting for September 6, 2011, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approving Change Order No. 1, for the construction of the new Yukon Fire Station, in an amount not to exceed \$40,480.83, to be paid from the contingency line item of the existing contract**

ACTION _____

- 4. Consider approving Resolution 2011-10, casting a vote for one Trustee of the Oklahoma Municipal Retirement Fund to fill the expiring term of one Trustee**

ACTION _____

- 5. Consider approving an agreement with Meshek and Associates, PLC, for professional engineering services for a Yukon Master Drainage Plan/Flood Risk Mitigation Action Plan for the Turtle Creek Drainage Basin, in an amount not to exceed \$100,000.00, to be paid from Stormwater funds**

ACTION _____

6. City Manager's Report – Information items only

- A. Stipends for property owners along Yukon Parkway**

7. New Business

8. Council Discussion

9. Adjournment

**Yukon Municipal Authority Minutes
August 2, 2011**

ROLL CALL: (Present) Nick Grba, Vice-Chairman
 Bob Bradway, Trustee
 Dewayne Maxey, Trustee
 Ken Smith, Trustee

(Absent) John Alberts, Chairman

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of July 19, 2011
- B) Payment of material claims in the amount of \$136,870.69

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 19, 2011, and payment of material claims in the amount of \$136,870.69, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Maxey, Bradway, Grba, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2011

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Downey Contracting LLC 3217 NE 63rd St. Oklahoma City OK 73121	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
8/16/11	Yukon Fire Station	\$296,350.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



Mr. Michael Malmfeldt
City Clerk
City of Yukon, City Hall Bldg.
500 West Main
Yukon Oklahoma, 73099

August 1, 2011

Re: New Yukon Fire Station, 2011

Dear Mr. Malmfeldt,

Attached, please find one copy of the Contractors Application and Certificate for Payment No. 6, in the amount of \$296,350.60. We have reviewed the application and have inspected the project and have found that, to the best of our knowledge, belief, and available information, this application and certificate for payment is in accordance with the Contract Documents. We therefore recommend payment of this application as submitted.

Payment breakdown for this project as of this date is as follows:

Contract Amount:	\$3,825,500.00
Change Orders to date:	\$ 00.00
<hr/>	
Sub-Total:	\$3,825,500.00
Amount Paid (including this Pay Application, less retainage)	\$1,499,025.90
Balance Remaining	\$2,326,474.10

If you have any questions, or require additional information, please advise.

Sincerely,
Triad Design Group, Inc.

Randy S. Thomas, P.A.

Encl.

Cc: File A167.0
Tammy Kretchmar

DOWNEY CONTRACTING LLC

3217 NE 63rd Street
Oklahoma City, Oklahoma 73121

Phone: (405) 478-5277
Fax: (405) 478-5269

SUBMITTAL TRANSMITTAL

PROJECT: New Yukon Fire Station

DATE: 7/25/11

TO: Triad Design Group, Inc.
3020 N.W. 149th Street
Oklahoma City, OK 73134

RE: PAY APPLICATIONS

ATTN: Sharri Hiller / Randy Thomas

PHONE: 405.752.1122

FAX: 405.752.8855

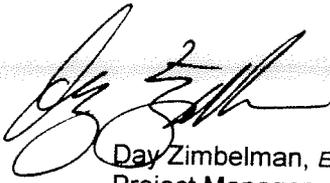
PHONE:

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Submittals	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans	SENT VIA:	<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	<input type="checkbox"/> Fax	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Mail	<input type="checkbox"/> Bid Due:

#	NUMBER	DESCRIPTION
COPIES		
3	006	PAY APPLICATION

REMARKS:

Paullei Mumme, Ext 308
Assistant Project Manager
pmumme@downeycontracting.com


Day Zimbelman, Ext 303
Project Manager
dzimbelman@downeycontracting.com

APPLICATION AND CERTIFICATE FOR PAYMENT

AMA DOCUMENT 6702

Owner: City of Yukon
 500 West Main
 Yukon, OK 73085

Project: Yukon Fire Station
 1000 W. Main Street
 Yukon, OK

Contractor: Downey Contracting, LLC
 3217 NE 63rd Street
 Oklahoma City, OK 73121

Architect: Triad Design Group
 3020 NW 149th Street
 Oklahoma City, OK 73134

Application No.: Six (6)

Period From: 06/30/11
 Period To: 07/25/11

Project No.: 3210

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR



Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AMA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 3,825,500.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 3,825,500.00
4. TOTAL COMPLETED TO DATE (Column H on G703) \$ 1,577,922.00
5. RETAINAGE: \$ 78,896.10
(Total in Column K of G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,499,025.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,202,675.30
8. CURRENT PAYMENT DUE \$ 296,350.60

Contractor: Downey Contracting, LLC

By:  Date: 07/25/11

Day: Monday Project Manager

State of: Oklahoma

Subscribed and sworn to before me this 25th day of July 2011

Notary Public

My Commission expires: 6/7/2011 My Commission #: 4005093



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 296,350.60

(Attach explanation of amount certified differs from the amount applied for)

ARCHITECT: 

By: F. THOMAS Date: 8.1.2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Six (6)
 APPLICATION DATE: 07/25/11
 PERIOD FROM: 06/30/11
 PERIOD TO: 07/25/11

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D COMPLETED WORK		E Work In This Period	F STORED MATERIALS		G Stored Materials This Period	H TOTAL COMPLETED TO DATE & STORED MAT'L S	I % (H/C)	J Balance To Finish	K Retainage
			Previous Applications	Work In This Period		Stored Material Prior Applications	Stored Materials This Period					
1	Bonds & Insurance	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	100%	0.00	1,400.00
2	General Conditions	360,000.00	136,500.00	30,000.00	30,000.00	0.00	0.00	0.00	166,500.00	46%	193,500.00	8,325.00
3	Allowance 1: Unknown Site Conditions	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
4	Allowance 2: Incremental Changes to Building	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
5	Allowance 3: Erect Communications Antennae Provided by Others	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00
6	Allowance 4: Purchase, Deliver, Install Interior and Misc Signage	4,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,500.00	0.00
7	Allowance 5: Purchase, Deliver, Install Site and Building Signage	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00
8	Allowance 6: Electrical/Data Outlets for Furniture/Equip by Others	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	6,000.00	0.00
9	Allowance 7: Modifications to "Alert Systems" in Existing Fire Stations	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,000.00	0.00
10	Allowance 8: Install Corner Stone Unit provided by Others	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00
11	Allowance 9: Purchase and Install Misc Site Lighting Fixtures	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00
12	Allowance 10: Allowance for Brick (part of masonry line item)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
13	Allowance 11: Purchase, Deliver, Install Bronze Plaque	3,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,200.00	0.00
14	Allowance 12: Upgrade Door Hardware or Keying as Directed by Owner	3,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,200.00	0.00
15	Earthwork	61,500.00	61,500.00	0.00	0.00	0.00	0.00	0.00	61,500.00	100%	0.00	3,075.00
16	Termite Treatment	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100%	0.00	90.00
17	Landscaping	51,472.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	51,472.00	0.00
18	Concrete and Rebar	343,677.00	306,000.00	18,000.00	18,000.00	0.00	0.00	0.00	324,000.00	94%	19,677.00	16,200.00
19	Masonry	322,200.00	90,000.00	68,000.00	68,000.00	7,874.00	0.00	0.00	165,874.00	51%	156,326.00	8,293.70
20	Structural Steel	363,000.00	336,800.00	26,200.00	26,200.00	0.00	0.00	0.00	363,000.00	100%	0.00	18,150.00
21	Stainless Steel Counters	14,580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,580.00	0.00
22	Steel Erection	107,420.00	77,000.00	30,420.00	30,420.00	0.00	0.00	0.00	107,420.00	100%	0.00	5,371.00
23	Rough Carpentry	21,376.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	21,376.00	0.00
24	Exterior Trim	27,188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	27,188.00	0.00
25	Siding	8,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,800.00	0.00
26	Cabinets	23,853.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	23,853.00	0.00
27	Waterproofing and Joint Sealants	17,070.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	17,070.00	0.00
28	Membrane Roofing	64,920.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	64,920.00	0.00
29	Shingle Roofing and Plywood	149,776.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	149,776.00	0.00
30	Spray Fireproofing	3,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,950.00	0.00
31	Aluminum Storefront	18,708.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,708.00	0.00
32	Hollow Metal	14,708.00	0.00	14,708.00	14,708.00	0.00	0.00	0.00	14,708.00	100%	0.00	735.40
33	Wood Doors	8,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,200.00	0.00
34	High Speed Overhead Doors	163,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	163,050.00	0.00
35	Aluminum Windows	31,960.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	31,960.00	0.00
36	Finish Hardware	41,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	41,715.00	0.00
37	Gypsum Drywall, Metal Studs, Acoustical Ceilings	208,003.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	208,003.00	0.00
38	Flooring	66,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	66,035.00	0.00
39	Painting	68,903.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	68,903.00	0.00
40	Fire Extinguishers and Cabinets	2,122.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	2,122.00	0.00
41	Flagpoles	5,580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,580.00	0.00
42	Metal Lockers	9,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	9,845.00	0.00
43	Grid Gear Lockers	19,330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	19,330.00	0.00
44	Toilet and Bath Accessories	3,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,059.00	0.00
45	Toilet Partitions	4,170.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,170.00	0.00
46	Display Case	3,695.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,695.00	0.00
47	Wall Protection	8,603.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,603.00	0.00
48	Tower Clock	5,145.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,145.00	0.00
49	Restaurant Equipment	37,525.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	37,525.00	0.00
50	Projection Screens	1,940.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	1,940.00	0.00
51	Hoists	14,858.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,858.00	0.00
52	Mechanical	564,767.00	121,000.00	13,000.00	13,000.00	0.00	0.00	0.00	134,000.00	24%	430,767.00	6,700.00
53	Fire Suppression	41,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	41,060.00	1,600.00
54	Electrical	438,437.00	67,500.00	8,900.00	8,900.00	0.00	0.00	0.00	76,400.00	17%	362,037.00	3,820.00
GRAND TOTAL		3,825,500.00	1,226,100.00	241,948.00	241,948.00	39,874.00	70,000.00	70,000.00	1,577,922.00	41%	2,247,578.00	78,896.10

EXHIBIT A
 YUKON MUNICIPAL AUTHORITY
 (Yukon, Oklahoma)
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS
 SERIES 2011

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

3020 NW 149th St.

TRIND DESIGN GROUP Oklahoma City, OK 73134 81-9130-16-2
 CREDITOR TRUST NO.

ITEM		ITEM NO.
<i>8/16/11</i>	<i>Yukon Fire Station</i>	<i>\$ 4,372 <u>50</u></i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



City of Yukon
 Attn: City Treasurer
 Michael Malmfeldt
 P. O. Box 850500
 Yukon, Oklahoma 73085

INVOICE # 7876
 PROJECT # A167.00
 STATEMENT# 14
 DATE: August 1, 2011
 CIT220

Re: Yukon Fire Station

Estimated Construction Cost		\$6,200,000.00
Estimated Fee	6.30%	\$390,600.00
Incentive		\$10,000.00
Disincentive		(\$10,000.00)
Construction Observation		\$75,000.00

Architectural and Engineering Services June 26 through July 25, 2011

Conceptual Plans (\$136,710.00)

Completed to Date: \$136,710.00 x 100.0% = \$136,710.00

Preliminary Plans (\$117,180.00)

Completed to Date: \$117,180.00 x 100.0% = \$117,180.00

Final Plans (\$117,180.00)

Completed to Date: \$117,180.00 x 100.0% = \$117,180.00

Award of Contract (\$19,530.00)

Completed to Date: \$19,530.00 x 0.0% = \$0.00

Construction Observation (\$75,000.00)

Inspection 530.00 Hrs. x \$55.00 = \$29,150.00

	\$400,220.00
Less Previous Billing	395,847.50
Amount Due	\$4,372.50

DESCRIPTION City of Yukon
P.O. Box 850500
Yukon, Oklahoma 73085
Yukon Fire Station

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA SS

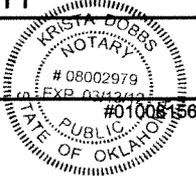
The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

[Signature]
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

1st day of August, 2011

Krista Dobbs
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2012

Yukon City Council Minutes August 2, 2011

The Yukon City Council met in regular session on August 2, 2011 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by John Knuppel.
The flag salute was given in unison.

ROLL CALL: (Present) Nick Grba, Vice-Mayor
 Bob Bradway, Council Member
 Dewayne Maxey, Council Member
 Ken Smith, Council Member

(Absent) John Alberts, Mayor

OTHERS PRESENT:

Mike Segler, City Attorney	Tammy Kretchmar, Asst. City Manager
Robbie Williams, City Engineer	Doug Shivers, City Clerk
Jan Scott, Parks & Recreation Director	Sara Schieman, Librarian
John Corn, Acting Police Chief	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	Bill Stover, Asst. Public Works Director

Presentations and Proclamations

There were no presentations or proclamations.

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Visitors

There were no visitors.

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of July 19, 2011
- B) Payment of material claims in the amount of \$136,870.69

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 19, 2011, and payment of material claims in the amount of \$136,870.69, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Maxey, Bradway, Grba, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of July 19, 2011
- B) Payment of material claims in the amount of \$458,981.29
- C) Payment of material claims to Brewer Construction in the amount of \$200,869.41
- D) The renewal of the existing Natural Gas Sales Agreement with Clearwater Enterprises for the term April 1, 2011 through March 31, 2012
- E) An increase in Yukon Public Library fines from \$0.05 per day per item / \$2.00 maximum per card, to \$0.10 per day per item / \$5.00 maximum, as recommended by the Library Board
- F) The appointment of Rebecca Parker to the Ward 2 Traffic Commission seat, as nominated by John Alberts

- G) Setting the date for the next regular Council meeting for August 16, 2011, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

The motion to approve the Consent Docket, consisting of the minutes of the regular meeting of July 19, 2011; payment of material claims in the amount of \$458,981.29; payment of material claims to Brewer Construction in the amount of \$200,869.41; the renewal of the existing Natural Gas Sales Agreement with Clearwater Enterprises for the term April 1, 2011 through March 31, 2012; an increase in Yukon Public Library fines from \$0.05 per day per item / \$2.00 maximum per card, to \$0.10 per day per item / \$5.00 maximum, as recommended by the Library Board; the appointment of Rebecca Parker to the Ward 2 Traffic Commission seat, as nominated by John Alberts; and setting the date for the next regular Council meeting for August 16, 2011, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:
AYES: Smith, Grba, Maxey, Bradway
NAYS: None
VOTE: 4-0
MOTION CARRIED

2. Report of Boards, Commissions and City Officials

There were no reports.

3. **Consider nominating and selecting one Member and one Alternate for the following boards and Committees of the Association of Central Oklahoma Governments (ACOG): ACOG Board of Directors, Intermodal Transportation Policy Committee (ITPC), Garber Wellington Policy Committee (GWPC), and 9-1-1 Association Board of Directors**

Council Member Smith made a motion to nominate John Alberts as the Member. Council Member Maxey asked who was the current Member, and it was determined that Council Member Bradway was the current Member. Council Member Bradway offered to continue in that role. Council Member Smith amended his motion, moving to make Council Member Bradway the Member and Mayor Alberts as the alternate, seconded by Council Member Maxey.

The vote:
AYES: Bradway, Smith, Maxey, Grba
NAYS: None
VOTE: 4-0
MOTION CARRIED

4. **Consider approving a reassignment of the lease on the Snyder Building, 10 W. Main Street, to Joe Carson and Phil Carson**

The motion to approve a reassignment of the lease on the Snyder Building, 10 W. Main Street, to Joe Carson and Phil Carson, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:
AYES: Maxey, Grba, Bradway, Smith
NAYS: None
VOTE: 4-0
MOTION CARRIED

5. **Consider approving a contract with OK.gov to deliver and host an internet Bill Pay module to facilitate credit card and Electronic Funds Transfers (EFT) payments for City services**

The motion to approve a contract with OK.gov to deliver and host an internet Bill Pay module to facilitate credit card and Electronic Funds Transfers (EFT) payments for City services, was made by Council Member Bradway and seconded by Council Member Maxey.

The vote:
AYES: Grba, Bradway, Smith, Maxey
NAYS: None
VOTE: 4-0
MOTION CARRIED

6. Consider approving Ordinance No. 1268, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Appendix A-zoning ordinance by amending Sections 605.9, 605.93, 605.95, 605.954, 605.955, 605.957, 605.981, 605.982 and 605.987 Planned Unit Development Supplemental District-Commercial, providing for purpose of Planned Unit Development Supplemental District; providing for: a Master Development Plan; site review requirements; consideration for location of trees; PUD area of not less than two acres; site illumination; substitution of Community Development Director for Zoning Administration; developer to provide contact information; information required for Design Statement; fee for deviations; renumbering; and declaring an Emergency.

The motion to approve Ordinance No. 1268, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Appendix A-zoning ordinance by amending Sections 605.9, 605.93, 605.95, 605.954, 605.955, 605.957, 605.981, 605.982 and 605.987 Planned Unit Development Supplemental District-Commercial, providing for purpose of Planned Unit Development Supplemental District; providing for: a Master Development Plan; site review requirements; consideration for location of trees; PUD area of not less than two acres; site illumination; substitution of Community Development Director for Zoning Administration; developer to provide contact information; information required for Design Statement; fee for deviations; renumbering; and declaring an Emergency, was made by Council Member Maxey and seconded by Council Member Bradway. Council Member Smith asked if this would effect changes to the point system, and City Manager Bottom affirmed.

The vote:

AYES: Smith, Bradway, Grba, Maxey

NAYS: None

VOTE: 4-0

MOTION CARRIED

7. Consider approving the Emergency Clause of Ordinance No. 1268

The motion to approve the Emergency Clause of Ordinance No. 1268, was made by Council Member Maxey and seconded by Council Member Smith.

The vote:

AYES: Maxey, Bradway, Smith, Grba

NAYS: None

VOTE: 4-0

MOTION CARRIED

8. City Manager's Report – Information items only

City Manager Bottom said that the roof at the Dale Robertson Center was substantially complete, and that the work was very timely as the existing roof was about to completely fail. He thanked City Engineer Robbie Williams, and City Attorney Mike Segler, for their help. He also noted that one of the 50-ton air conditioner units had failed there.

He noted that there had been many waterline breaks throughout the city as the soil conditions continued to dry. He cited an example of one city crew who went to repair a leak at 10:15 pm on Sunday night, did not finish until 4:00 am and then had to be on the job at 7 later that morning.

Mr. Bottom also reiterated that water restrictions were in effect for an unknown length of time. He stated capacities of the water delivery system were at maximum capability. He recited some statistics indicating that water use was setting records for amounts billed, and noted that people were watering for longer periods of time on their allotted days. He said we have so far been able to maintain an 85% level in the water towers. Finally, he said the employees were doing a good job of keeping themselves hydrated, especially the firefighters, who had seen extensive duty with wildfires recently.

9. New Business None.

10. Council Discussion

Vice-Mayor Grba thanked the citizens for their conservation efforts regarding water and also power.

Council Member Maxey had no items.

Council Member Bradway asked City Manager Bottom for an accounting of how much City money had been spent on Taylor Park, and Mr. Bottom said he would have the information before the next Council meeting. Mr. Bradway then pointed out a poll in the Yukon Review which indicated citizens did not wish to provide funds to the Yukon Chamber of Commerce, and made the article available to the other Council members.

Council Member Smith thanked City Staff for their efforts in the hot weather and asked citizens to be patient when asking for services.

Vice-Mayor Grba gave encouragement to all citizens to come to their Council Members with any concerns they have.

11. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Legislative				
12-45022	01-00101	City of Yukon (BankOne)ADM	Food-Council Dinner 8/02	8/2011	Pizza Hut 08/02/11	61.50
12-45408	01-00101	City of Yukon (BankOne)ADM	Food Supplies-Council Ori	7/2011	Homeland 07/12/11	126.91
			Food Supplies-Council Ori	7/2011	Braums 07/12/11	11.88
12-45454	01-00101	City of Yukon (BankOne)ADM	Reg NLC 2011-Alberts	8/2011	NLC 200968 Alberts	435.00
			Reg NLC 2011-Smith	8/2011	NLC 200971 Smith	375.00
			Reg NLC 2011-Bradway	8/2011	NLC 200972 Bradway	435.00
12-45480	01-00102	City of Yukon (BankOne)FIN	repair'07 MercBenz-Peak	7/2011	Xclusive RO#7070	2,953.80
12-45563	01-02780	Bank of Oklahoma, N.A.	paying agent fee04GO	9/2011	04GOB 09/01/11	175.00
			paying agent fee05GO	9/2011	05GOB 09/01/11	175.00
			paying agent fee06GO	9/2011	06GOB 09/01/11	175.00
12-45565	01-05386	Capitol Decisions	Prof Services-Aug '11	8/2011	7568	7,500.00
12-45567	01-28950	Lepard Consulting LLC	Prof Services-Jul'11	7/2011	6 07/01/11	2,916.00
			Prof Services-Final inv	7/2011	7 07/27/11	2,916.00
12-45011	01-33500	Mustang News	ad-Permit Licensing Clerk	7/2011	48409-001	18.00
			ad-Permit Licensing Clerk	7/2011	48409-002	18.00
			ad-Permit Licensing Clerk	7/2011	48409-003	21.00
			ad-Permit Licensing Clerk	7/2011	48409-004	21.00
12-45571	01-44300	RS Meacham CPAs & Advisors	Professional Srvc-Jul'11	7/2011	2234	350.00
12-45576	01-57405	wanamaker Yukon, LC	EconomicDev Agreement	8/2011	Jun '11	34,800.00
12-45577	01-57600	wesco, Inc.	add 10 w Main	7/2011	142365	3,444.47
12-45578	01-58100	wheatley Segler Osby & Mill	Prof. Services-Jun11	7/2011	10200	108.98
12-45579	01-58110	wheatley Segler Osby & Mill	Prof. Services-Jun11	7/2011	10200	3,112.20
12-45582	01-60355	Xerox Corporation	color copier paper	7/2011	115365776	85.90
			copier paper	7/2011	115386662	359.10
12-45341	01-62200	Yukon Chamber of Commerce	Sponsorship of Golf Tourn	7/2011	12976	550.00
12-45580	01-62200	Yukon Chamber of Commerce	Aug'11 Contract.Srvc	8/2011	12999	2,500.00
12-45581	01-62900	Yukon Review Inc.	legal-BrdAdj/BethelBaptis	7/2011	YR41799	16.50
DEPARTMENT TOTAL:						63,661.24
DEPARTMENT: 03		Park Maintenance				
12-45301	01-00180	City of Yukon (BankOne)PW	tomato cages-Christmas/Pk	7/2011	walmart 04923	40.86
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50501269	21.37
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50502242	21.37
12-45391	01-1	O G & E Services	part paym electrical	7/2011	OGE 90057580	1,722.00
DEPARTMENT TOTAL:						1,805.60

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05 Fire Department						
12-45014	01-00105	City of Yukon (BankOne)FD	coffee,tea,sugar,filters	7/2011	walmart 03834	165.40
12-45373	01-00105	City of Yukon (BankOne)FD	reg-TruckCoOper-white	8/2011	Firenuggets 8/1 JW	59.00
			reg-TruckCoOper-Homme	8/2011	Firenuggets 8/1 BH	59.00
			reg-TruckCoOper-Samples	8/2011	Firenuggets 8/1 MS	59.00
12-45407	01-00105	City of Yukon (BankOne)FD	window a/c unit-dorm area	7/2011	Lowes 14093	249.00
DEPARTMENT TOTAL:						591.40
DEPARTMENT: 06 Municipal Court						
12-45084	01-00106	City of Yukon (BankOne)CRT	Office Supplies	7/2011	Staples 7075388674	108.32
12-45400	01-00106	City of Yukon (BankOne)CRT	Office Supplies	7/2011	Staples 7075880525	147.07
DEPARTMENT TOTAL:						255.39
DEPARTMENT: 07 Community Development						
12-45382	01-00107	City of Yukon (BankOne)CMD	flashlight,batteries	7/2011	Lowes 02116	41.84
12-45387	01-00107	City of Yukon (BankOne)CMD	stakes for garage sale	7/2011	Lowes 02116	62.64
			stakes for garage sale	8/2011	Lowes 02308	76.56
DEPARTMENT TOTAL:						181.04
DEPARTMENT: 08 Library						
12-45104	01-00108	City of Yukon (BankOne)LIB	Postage	7/2011	USPS 450	12.48
			Postage	7/2011	USPS 592	30.99
DEPARTMENT TOTAL:						43.47
DEPARTMENT: 09 Administration						
12-45362	01-00101	City of Yukon (BankOne)ADM	Cover for Grayson's iPad	7/2011	AT&T Store 7/20/11	59.99
12-45399	01-00101	City of Yukon (BankOne)ADM	Frame pic for GB office	7/2011	HobbyLobby 17410	84.83
12-45454	01-00101	City of Yukon (BankOne)ADM	Reg NLC 2011-Bottom	8/2011	NLC 200970 Bottom	435.00
12-45577	01-57600	wesco, Inc.	add '11 Ford Exp1847	7/2011	139396	250.45
12-45129	01-62200	Yukon Chamber of Commerce	Chamber Luncheon 8/11/11	7/2011	12991	10.00
DEPARTMENT TOTAL:						840.27

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10		Parks & Events				
12-45150	01-00110	City of Yukon (BankOne)PE	Freedom Fest supplies	7/2011	Crest 017662	46.68
			Freedom Fest supplies	7/2011	walmart 04086	74.08
			Freedom Fest supplies	7/2011	Staples 19198	90.54
			Freedom Fest supplies	7/2011	A&B whoMrkt 6089	64.70
			Freedom Fest supplies	7/2011	HobbyLobby 04687	50.32
			Freedom Fest supplies	7/2011	walmart 00587	98.16
			Freedom Fest supplies	7/2011	walmart 06006	24.88
			Freedom Fest supplies	7/2011	TractorSupply45599	107.96
			Freedom Fest supplies	7/2011	MW Trophy 44161	97.84
			Freedom Fest supplies	7/2011	Spin Art USA 6109P	153.95
			Freedom Fest supplies	7/2011	OrienTrad645346952	155.00
12-45165	01-00110	City of Yukon (BankOne)PE	Bags and Bling Luncheon	7/2011	walmart 05655	3.54
			Bags and Bling Luncheon	7/2011	walmart 02825	76.04
			Bags and Bling Luncheon	7/2011	Crest 014031	75.18
			Bags and Bling Luncheon	7/2011	Crest 014202	56.35
			Bags and Bling Luncheon	7/2011	HobbyLobby 06562	53.40
12-45215	01-00110	City of Yukon (BankOne)PE	replace hydrant Ranchwood	7/2011	HD Supply 3268459	640.00
12-45326	01-00110	City of Yukon (BankOne)PE	storage unit	7/2011	MobileMin111264948	151.06
			storage unit	7/2011	MobileMin111269200	151.06
			storage unit	7/2011	MobileMin111273639	151.06
12-45357	01-00110	City of Yukon (BankOne)PE	paint	7/2011	Ace 861299	16.22
			paint	7/2011	Lowes 14963	64.92
			paint	8/2011	Lowes 13868	112.44
12-45436	01-00110	City of Yukon (BankOne)PE	cabinet,sink for spec eve	7/2011	Lowes 13341	531.58
12-45438	01-00110	City of Yukon (BankOne)PE	Banner storage for events	7/2011	SignsBanners 98273	220.47
12-45442	01-00110	City of Yukon (BankOne)PE	office supplies	7/2011	Office Depot 537	19.28
			office supplies	7/2011	HobbyLobby 13352	29.97
			office supplies	7/2011	walmart 02826	29.31
			office supplies	7/2011	walmart 03473	2.97
			office supplies	7/2011	Staples 86666	24.58
12-45443	01-00110	City of Yukon (BankOne)PE	Bags and Bling Lunch	7/2011	Loabi 12763	120.50
			Bags and Bling Lunch	7/2011	OfficeDep3547	16.49
			Bags and Bling Lunch	7/2011	HobbyLobby 13351	190.69
			Bags and Bling Lunch	7/2011	Loabi 07/21/11	131.16
			Bags and Bling Lunch	7/2011	Loabi 12762	131.16
12-45445	01-00110	City of Yukon (BankOne)PE	Vet's Tribute supplies	7/2011	walmart 00329	156.99
			vet's Tribute supplies	7/2011	Homeland 07/04/11	35.94
			vet's Tribute supplies	7/2011	CiCi's Pizza 07/01	200.00
			vet's Tribute supplies	7/2011	Braums 07/01/11	297.20
			vet's Tribute supplies	7/2011	Party Galaxy 32711	28.98
12-45159	01-07390	Crosslands A & A Rent-All	Sport a potties-bal due	7/2011	01-464754-04a	30.00
			port a potties	7/2011	01-402847-38	63.00
			port a potties	7/2011	01-437401-20	63.00
			port a potties	7/2011	01-464754-07	63.00
			port a potties	7/2011	01-464755-08	63.00
12-45166	01-46940	Sam's Club Direct-G.E. Mone	Bags and Bling lunch	7/2011	0526	344.33
			Bags and Bling lunch	7/2011	1549A	23.92
			Bags and Bling lunch	7/2011	0881A	263.18

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 Parks & Events						
12-45323	01-46940	Sam's Club Direct-G.E. Mone	concerts/pk supplies	7/2011	9212	115.28
			concerts/pk supplies	7/2011	8489	50.36
			concerts/pk supplies	7/2011	8289B	17.22
			concerts/pk supplies	7/2011	4604	28.88
12-45444	01-46940	Sam's Club Direct-G.E. Mone	Bags Bling food	7/2011	7494	41.05
			Bags Bling food	7/2011	1547	145.96
			Bags Bling food	7/2011	1548A	63.76-
			Bags Bling food	7/2011	1546	9.76-
			Rec carnival supplies	7/2011	7495	39.89
12-45167	01-53450	United Linen - Uniform Re	Bags and Bling lunch	7/2011	S1415073	137.03
DEPARTMENT TOTAL:						5,835.91
DEPARTMENT: 11 Police Department						
12-45186	01-00111	City of Yukon (BankOne)PD	office supplies	7/2011	Staples 47902	127.95
			office supplies	7/2011	Staples7075684968	77.59
12-45206	01-00111	City of Yukon (BankOne)PD	Prisoner Meals	7/2011	walmart 03706	161.16
12-45272	01-00111	City of Yukon (BankOne)PD	air filters-roof top unit	7/2011	Locke 15782866	132.47
12-45356	01-02700	Baker Photo and Video	repair camera	7/2011	3707	105.00
12-45344	01-07900	Custom Printing	parking violation sticker	7/2011	134222	398.00
12-45174	01-1	Truckvault, Inc.	replacement gunsafe lock	7/2011	T 104191	127.19
12-45205	01-46940	Sam's Club Direct-G.E. Mone	Maint/Cleaning Supplies	7/2011	1198	151.68
12-45397	01-46940	Sam's Club Direct-G.E. Mone	prisoner meals	7/2011	1200	381.74
12-45447	01-46940	Sam's Club Direct-G.E. Mone	Vacuum cleaners	7/2011	1199A	269.96
12-45168	01-48410	Special Ops Uniforms, Inc	uniform items walker	7/2011	164420	100.00
12-45188	01-48410	Special Ops Uniforms, Inc	Baker uniform items	7/2011	164207	118.49
12-45190	01-48410	Special Ops Uniforms, Inc	Millar uniform items	7/2011	164374	104.99
DEPARTMENT TOTAL:						2,256.22
DEPARTMENT: 12 Property Maintenance						
12-45305	01-00180	City of Yukon (BankOne)PW	coffee for city hall	7/2011	walmart 06857	43.92
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50501269	19.89
			hand sanit.dispenser	7/2011	Clean 50501269	3.61
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50502242	19.89
			hand sanit.dispenser	7/2011	Clean 50502242	3.61
12-45569	01-37200	OK Gas & Electric	Service-4900wagnerwa	7/2011	07/26/11	54.35
DEPARTMENT TOTAL:						145.27

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 Pools						
12-45042	01-00115	City of Yukon (BankOne)REC	Kimbell Door repair	7/2011	Lowes 02111	53.53
			Kimbell Door repair	7/2011	Lowes 02192	7.75
			credit-tax	7/2011	Lowes 02193	0.63-
12-45210	01-00115	City of Yukon (BankOne)REC	Bleach, cleaners for pool	7/2011	walmart 00532	47.81
12-45403	01-00180	City of Yukon (BankOne)PW	Shower Repair-City Pool	7/2011	Locke 15656923	10.67
12-45570	01-37900	OK Tax Commission	Sales Tax-Jul'11	8/2011	Jul '11	741.03
12-45048	01-46940	Sam's Club Direct-G.E. Mone	Concessions for Pools	7/2011	2088	323.86
12-45045	01-50515	Total Beverage Service	Pool Concessions	7/2011	10755	315.00
12-45364	01-50515	Total Beverage Service	Concessions for pool	7/2011	10825	300.00
DEPARTMENT TOTAL:						1,799.02
DEPARTMENT: 14 Robertson Activity Center						
12-45039	01-44625	Regional Food Bank	Rac Lunch food	7/2011	AI 144749-1	76.28
			Rac Lunch food	7/2011	AI 143807-1	54.70
12-45040	01-46940	Sam's Club Direct-G.E. Mone	Rac Lunch	7/2011	8021	279.71
DEPARTMENT TOTAL:						410.69
DEPARTMENT: 15 Recreation Facilities						
12-45051	01-00115	City of Yukon (BankOne)REC	Kids Camp Supplies	7/2011	Staples 25604	55.94
			Kids Camp Supplies	7/2011	walmart 04066	226.60
12-45383	01-00115	City of Yukon (BankOne)REC	Kids Camp Supplies	7/2011	Homeland 7/26/11	14.59
			Kids Camp Supplies	7/2011	LittleCaesars 7/26	60.00
12-45052	01-1	City of Oklahoma City	Kids Camp Field Trip	7/2011	C 96	30.00
12-45384	01-1	Nova Parker	Refund Fitness camp fee	7/2011	P 548949	20.00
12-45385	01-1	Christy Manwell	Refund swim lessons	7/2011	M 547561	30.00
DEPARTMENT TOTAL:						437.13
DEPARTMENT: 16 Fleet Maintenance						
12-45139	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Napa 476857	308.91
12-45140	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	OReillys 161923	170.01
			parts to repair vehicles	7/2011	OReillys 163840	6.99
12-45141	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Ace 861483	137.50
			parts to repair vehicles	7/2011	Ace 861484	10.00
			parts to repair vehicles	7/2011	Lacal 0139890	250.96
			parts to repair vehicles	7/2011	Smith F&G 441819	538.08
			parts to repair vehicles	7/2011	Smith F&G 441820	199.80
			parts to repair vehicles	7/2011	The Shop 846555	191.46
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	Fentress 628156	700.00
12-45232	01-00180	City of Yukon (BankOne)PW	suspension, parts	7/2011	ProTurf 1154969-00	101.21
			suspension, parts	7/2011	ProTurf 1154969-01	781.12
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning, ren	7/2011	Clean 50501269	17.51
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning, ren	7/2011	Clean 50502242	17.51
12-45392	01-18150	Hampel Oil Distributors, Inun	leaded fuel	7/2011	90313623	8,612.45
			diesel fuel	7/2011	90313623	1,538.60
12-45395	01-53425	DOC/Union City Comm Corr Ct	June '11 ppwp pay	7/2011	UC01-000070	97.55

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16		Fleet Maintenance				
			adm fee	7/2011	UC01-000070	9.76
12-45476	01-53425	DOC/Union City Comm Corr Ct	June'11 transports fee	7/2011	063011-WKRELO11	1,056.00
DEPARTMENT TOTAL:						14,745.42
DEPARTMENT: 17		Human Resources				
12-45481	01-31440	McClain-Chitwood Office	Proof office supplies	8/2011	183557	60.23
12-45281	01-33500	Mustang News	meter reader ad	7/2011	48515-001	12.00
			meter reader ad	7/2011	48515-002	14.00
			meter reader ad	7/2011	48515-003	14.00
			meter reader ad	7/2011	48515-004	12.00
12-45340	01-33500	Mustang News	comm office classified ad	7/2011	48568-001	18.00
			comm office classified ad	7/2011	48568-002	18.00
			comm office classified ad	7/2011	48568-003	21.00
			comm office classified ad	7/2011	48568-004	21.00
			RAC assistant classified	7/2011	48592-001	18.00
			RAC assistant classified	7/2011	48592-003	21.00
12-45280	01-62900	Yukon Review Inc.	meter reader ad	7/2011	YR41430	24.00
			meter reader ad	7/2011	YR41544	24.00
DEPARTMENT TOTAL:						277.23
DEPARTMENT: 19		Street Department				
12-45292	01-00180	City of Yukon (BankOne)PW	tubing for traffic counts	7/2011	OReillys 162744	305.00
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50501269	31.20
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50502242	31.20
12-45391	01-1	O G & E Services	part paym electrical	7/2011	OGE 90057580	544.00
DEPARTMENT TOTAL:						911.40
DEPARTMENT: 23		Technology				
12-45404	01-00172	City of Yukon (BankOne)TEC	Laserfiche Training-Masse	7/2011	BMI 07262011	195.00
12-45405	01-00172	City of Yukon (BankOne)TEC	Mob Phone Srvc-JL'11	7/2011	ATT Mobility 07/14	5,213.93
12-45406	01-00172	City of Yukon (BankOne)TEC	Belkin 25' Coiled Cord	7/2011	CDW-G ZDC5709	17.90
			HP webCam HD-3100	7/2011	CDW-G ZDC5709	71.58
			14ft CAT 5E Cables	7/2011	CDW-G ZDC5709	53.80
			25ft CAT 5E Cables	7/2011	CDW-G ZDC5709	89.70
			6ft USB Extension Cables	7/2011	CDW-G ZDC5709	8.98
			Lenovo ThinkPad Case	7/2011	CDW-G ZDC5709	32.21
			6ft USB Extension Cables	7/2011	CDW-G ZDC5709	
12-45450	01-00172	City of Yukon (BankOne)TEC	Epson Parallel Card	7/2011	Paypal-CBS sur7/27	56.00
12-45380	01-02237	BMI Systems Corporation	PD copier lease JL11	7/2011	CNIN095787BMI	1,046.00
			PD base copies JL11	7/2011	CNIN095787BMI	353.11
			PD billable cop JL11	7/2011	CNIN095787BMI	84.80
12-45346	01-05490	CDW Government Inc.	Mitsubgishi Projector	7/2011	ZBT9942	766.00
12-45451	01-60351	Xerox Corporation	DC242 billable copie	7/2011	056100182	0.06
			Color billable copie	7/2011	056100182	101.24
12-45452	01-60351	Xerox Corporation	W5675 CH meter usage	7/2011	056100183	137.29
DEPARTMENT TOTAL:						8,227.60

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 25		Emergency Management				
12-45007	01-00174	City of Yukon (BankOne)EM	rental car-IEMC-Peak	7/2011	Hertz RR576442775	365.73
			fuel-rental car-IEMC-Peak	7/2011	ExxonMobile 7/29	26.86
			meal exp-IEMC-Peak	7/2011	Silver Diner 7/29	12.52
12-45005	01-1	NEMA	Annual Dues-Peak	8/2011	N 15907	200.00
12-45006	01-1	OEMA	Annual Dues-Peak	7/2011	O 2011-12 FP	35.00
			Annual Dues-Poursaba	7/2011	O 2011-12 CP	35.00
12-45555	01-17510	Grimes Electric, LLC	Siren Repair	7/2011	1494	1,200.00
DEPARTMENT TOTAL:						1,875.11
FUND TOTAL:						104,299.41

FUND: 36 - 96 ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
12-45574	01-1	Oneok Field Services Co.	gas line adj-SH4/MustngRd	7/2011	O OFSPRP0611019	21,460.64
12-45573	01-36740	OK Department of Transporta	SH-4 Bridge-city portion	7/2011	LA-113B	53,757.38
DEPARTMENT TOTAL:						75,218.02
FUND TOTAL:						75,218.02

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 73		2006 GO Bond Fund				
12-45572	01-50700	Triad Design Group	A/E CRDW&S-07/25/11	8/2011	7887	1,870.01
					DEPARTMENT TOTAL:	1,870.01
					FUND TOTAL:	1,870.01

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 Special Events						
12-45398	01-00101	City of Yukon (BankOne)ADM	Freight-Christmas display	7/2011	P.Brewster 1007153	344.95
DEPARTMENT TOTAL:						344.95
DEPARTMENT: 28 Park & Recreation						
12-45302	01-1	Teacher's Discovery	Art Beyond Borders exhibi	7/2011	T P037295701029	125.00
DEPARTMENT TOTAL:						125.00
DEPARTMENT: 43 Mabel Fry						
			Art Beyond Borders	7/2011	T P037295701029	125.00
DEPARTMENT TOTAL:						125.00
DEPARTMENT: 52 Recycle Friends						
12-45564	01-04480	Marti Brown	May-July contract labor	8/2011	100	300.00
DEPARTMENT TOTAL:						300.00
DEPARTMENT: 65 Fire Department						
12-45321	01-1	Yukon Community Education	sponsor table of 6-breakf	7/2011	YCE 07/25/11	60.00
DEPARTMENT TOTAL:						60.00
DEPARTMENT: 67 Police Department						
12-45221	01-00111	City of Yukon (BankOne)PD	lodging-SRO Conf-Tulsa-SF	7/2011	Holiday Inn 325	272.43
			lodging-SRO Conf-Tulsa-TP	7/2011	Holiday Inn 323	272.43
			meal exp-SRO Conf-Tulsa	7/2011	Applebees 7/18/11	29.48
			meal exp-SRO Conf-Tulsa	7/2011	Ted'sEscondido7/18	31.56
			meal exp-SRO Conf-Tulsa	7/2011	Fuddruckers7/19/11	23.15
			meal exp-SRO Conf-Tulsa	7/2011	Fox and Hound7/19	45.35
			meal exp-SRO Conf-Tulsa	7/2011	McDonalds 7/20/11	11.92
12-45448	01-00111	City of Yukon (BankOne)PD	fuel expense-Brugh-K9 tra	7/2011	EZ Go 06/26/11	64.22
			fuel expense-Brugh-K9 tra	7/2011	Gas Mart 06/26/11	66.68
			fuel expense-Brugh-K9 tra	7/2011	McClureOil 6/26/11	72.59
			fuel expense-Brugh-K9 tra	7/2011	QPS Rochester 6/27	32.73
			fuel expense-Brugh-K9 tra	7/2011	Gallahankwikm 6/28	30.00
			fuel expense-Brugh-K9 tra	7/2011	Gallahankwikm 6/30	50.00
			fuel expense-Brugh-K9 tra	7/2011	villagePantry07/01	54.81
			fuel expense-Brugh-K9 tra	7/2011	Quicktrip 7/1/11	69.39
			fuel expense-Brugh-K9 tra	7/2011	Woodshed 7/1/11	74.02
12-45220	01-1	National Assoc of SRO,Inc	SRO Conf reg-Franklin	7/2011	N 48560K	395.00
			SRO Conf reg-Peters	7/2011	N 48560K	395.00
DEPARTMENT TOTAL:						1,990.76
FUND TOTAL:						2,945.71

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
12-45381	01-00170	City of Yukon (BankOne)UB	office supplies	7/2011	Staples7075900605a	39.69
			office supplies	7/2011	Staples7075900605b	27.38
DEPARTMENT TOTAL:						67.07
DEPARTMENT: 02		Water Distribution				
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	Fentress 628156	169.41
			oil and lubricants	7/2011	Napa 477049	11.38
12-45293	01-00180	City of Yukon (BankOne)PW	meter repairs/ch out	7/2011	HD Supply 3335120	825.00
			meter installations	7/2011	OK Contract 510216	60.00
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50501269	26.74
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50502242	26.74
12-45392	01-18150	Hampel Oil Distributors, Inunleaded fuel	diesel fuel	7/2011	90313623	949.81
				7/2011	90313623	355.01
12-45583	01-46940	Sam's Club Direct-G.E. Monemembership-M.Maly		7/2011	999999 04/23/11	15.00
DEPARTMENT TOTAL:						2,439.09
FUND TOTAL:						2,506.16

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
12-45139	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Napa 476857	12.50
12-45141	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Hydradyne510347749	569.34
			parts to repair vehicles	7/2011	MidwestHose 256007	62.47
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	Fentress 628156	169.41
12-45394	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50501269	7.66
12-45475	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50502242	7.66
12-45392	01-18150	Hampel Oil Distributors, In	unleaded fuel	7/2011	90313623	201.15
			diesel fuel	7/2011	90313623	1,689.24
12-45518	01-36840	OK Environ Mgmt Authority	July'11 landfill fees	7/2011	27244	22,261.23
			credit dbl paym	7/2011	27244	2,604.44-
12-45517	01-36843	OK Environ Mgmt Authority	July '11 citizen fee's	7/2011	27243	1,265.00
DEPARTMENT TOTAL:						23,641.22
DEPARTMENT: 02		Recycling				
12-45568	01-36841	OK Environ Mgmt Authority	Recycle Bins Jul'11	7/2011	28550	150.00
DEPARTMENT TOTAL:						150.00
FUND TOTAL:						23,791.22

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Stormwater						
12-45284	01-00173	City of Yukon (BankOne)SW	credit-lodging overpymnt	7/2011	Hyatt Grand 0911	53.72-
			credit-lodging overpymnt	7/2011	Hyatt Grand 0913	53.72-
			checked baggage fee 7/5	7/2011	AmericanAir 7/5 AW	25.00
			checked baggage fee 7/5	7/2011	AmericanAir 7/5 MH	25.00
			checked baggage fee 7/8	7/2011	AmericanAir 7/8 AW	25.00
			checked baggage fee 7/8	7/2011	AmericanAir 7/8 MH	25.00
			shuttle-MS4 Conf-AW&MH	7/2011	AirportExpres92953	68.00
			meal exp-MS4 Conf-AW&MH	7/2011	Casa Rio 7/5/11	25.63
			meal exp-MS4 Conf-AW&MH	7/2011	CharleysGrilled7/8	16.40
			meal exp-MS4 Conf-AW&MH	7/2011	ChilisToo 7/5/11	24.07
			meal exp-MS4 Conf-AW&MH	7/2011	Hyatt Grand 3742	10.73
			meal exp-MS4 Conf-AW&MH	7/2011	TonyRomas 7/6/11	43.38
12-45566	01-06377	City of Oklahoma City	Sedivy-408 Vickie	7/2011	11080111	39.50
			Moberly-724 HeatherT	7/2011	11080111	39.50
			Spencer-1108 Landmar	7/2011	11080111	79.00
12-45370	01-1	OK Floodplain Managers As	Spring Conf registration	7/2011	O 1912	50.00
12-45371	01-1	CBI Systems Ltd	CBI maintenance agreement	7/2011	C 726	600.00
12-45392	01-18150	Hampel Oil Distributors, Inunleaded		7/2011	90313623	212.47
DEPARTMENT TOTAL:						1,201.24
FUND TOTAL:						1,201.24

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		Emergency Mgmt Grants				
12-45008	01-00174	City of Yukon (BankOne)EM	IEMC class shirt-Peak ship IEMC class shirt	7/2011 7/2011	OLearysEmporium 49 OLearysEmporium 33	36.95 20.89
DEPARTMENT TOTAL:						57.84
FUND TOTAL:						57.84
GRAND TOTAL:						211,889.61

Report of Boards, Commissions and Committees

Titles and members of various boards, commissions and committees that are appointed by the Mayor and City Council are listed below, as well as the expiration date of their term and the ward they represent. All terms expire June 30th.

Planning Commission

Earline Smaistrla	Ward 1	2014
Larry Taylor	Ward 2	2014
Bob Doggett	Ward AL	2015
Terry Beaver	Ward 3	2012
Michael McEachern	Ward 4	2012

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Ken Smith	Ward 2	2014
Buddy Carpenter	Ward AL	2015
Joe Horn	Ward 3	2012
Russ Kline	Ward 4	2012

Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2012
Joe Baumann	Ward 4	2012

Library Board

Charlotte Novak*		2011
Donelda Wheatly*		2011
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2012
Margaret Albrecht	Ward 4	2012

Traffic Commission

Charles Lee	Ward 1	2014
Rebecca Parker	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2012
Emil Albrecht	Ward 4	2012

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Jim Crosby, Representative
Dewayne Maxey, Alternate

Canadian County Alliance

Dewayne Maxey, Representative
Jim Crosby, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Bob Bradway, Member
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

Recycling Committee

Carole Garner	Rick Bolin
Dennis Beringer	Beverly Kofoed
Genie Vinson	Gary LaRue

*Members of Ladies' Library Club are appointed by same

SUMMARY OF PROPOSAL REQUESTS (REVISED)

Aug. 8th, 2011

Proposal Request Number 1: Change split face cmu "skirt" to face brick to match field color brick.

Add \$ 3,627.00

Proposal Request Number 2: Add Three (3) Cupolas to the roof of the new Fire Station Building. Add gutters and downspouts to the eaves of the new building.

Add \$ 16,146.00

Proposal Request Number 3: Change the Three Tab Shingles as originally specified to 50 year. High Definition Shingles.

Add \$ 20,707.83

TOTAL ADD: \$ 40,480.83



July 20, 2010

Mr. Grayson Bottom, City Manager
City of Yukon
PO Box 850500
Yukon, OK 73085

RE: New Yukon Fire Station

Dear Mr. Bottom:

Attached for your information is a summary of all Proposal Requests and associated costs along with copies of backup data, submitted for your information. Upon your approval and directive, we will prepare a change order to formally submit for your approval.

If you need additional information, please advise.

Respectfully Submitted,

Randy Thomas, P.A.

Attachment

cc: File A167.00
Day Zimbelman, Downey Construction



PROPOSAL REQUEST NUMBER 01

PROJECT: New Yukon Fire Station
Yukon, Oklahoma

PROJECT NUMBER: A167.0
CONTRACT FOR: General Construction

OWNER: City of Yukon

DATE: April 6, 2011

CONTRACTOR: Downey Contracting, LLC
3217 N.E 63rd
Oklahoma City, Oklahoma 73121

Attn: Day Zimbelman

Fax No. 405-478-5277
Tel. No. 405-478-5269

No. of pages 1

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

This is not a change order, nor a direction to proceed with the work as described herein

Provide all materials, labor, services and incidentals required for furnishing and installing complete the several kinds of work described below. Refer to applicable or referenced specifications sections for product and/or execution requirements. Coordinate related work and modify surrounding work as required to complete the following described work:

1. Change the split face cmu below the stone accent band to face brick. Face brick to be as selected for main portion of the exterior.



PROPOSAL REQUEST NUMBER 04 (R)

PROJECT: New Yukon Fire Station
Yukon, Oklahoma

PROJECT NUMBER: A167.0
CONTRACT FOR: General Construction

OWNER: City of Yukon

DATE: July 11, 2011

CONTRACTOR: Downey Contracting, LLC
3217 N.E 63rd
Oklahoma City, Oklahoma 73121

Attn: Day Zimbelman

Fax No. 405-478-5277
Tel. No. 405-478-5269

No. of pages 1 and Attachments "A", "B" & "C"

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.
This is not a change order, nor a direction to proceed with the work as described herein

Provide all materials, labor, services and incidentals required for furnishing and installing complete the several kinds of work described below. Refer to applicable or referenced specifications sections for product and/or execution requirements. Coordinate related work and modify surrounding work as required to complete the following described work:

1. Reference Sheet A-2, North Building Elevation: Add three (3) cupolas as shown on Attachment "A". Cupolas to be similar to East Coast Weathervanes & Cupolas. Provide weather vane for each cupola.
2. Provide gutters and downspouts at soffits as shown on Attachment "B" and detailed on Attachment "C". (NOTE: DELETE THE PRE-FINISHED METAL VENTED EDGE FLASHING THRU-OUT. PAINT THE 1" HD. WD. FASCIA BOARD AS SHOWN ON DRAWINGS). Downspout locations shall be field located and coordinated/approved by Architect.

Downey Contracting, LLC CHANGE ORDER PROPOSAL

Project: Yukon Fire Station

Date: 19-Jul-11

Description: PR 04(R) - Add three cupolas and weather vanes. Add gutters and downspouts.

DIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR TYPE	LABOR HOURS	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST
					\$ -		\$ -		\$ -	\$ -
Add (1) Kennebunk Cupola - 54" x 80"	1.00	ea			\$ 360.00	\$ 2,340.00	\$ 2,340.00		\$ -	\$ 2,700.00
Add (1) Kennebunk Cupola - 42" x 61"	2.00	ea			\$ 600.00	\$ 1,546.00	\$ 3,092.00		\$ -	\$ 3,692.00
Add (2) Large Flying Eagle Weatervanes	3.00	ea			\$ 85.00	\$ 1,285.00	\$ 3,855.00		\$ -	\$ 3,940.00
Skytrack	1.00	day			\$ -		\$ -	\$ 200.00	\$ 200.00	\$ 200.00
Additional Edge Flashing	46.00	lf			\$ 80.00	\$ 1.75	\$ 80.50		\$ -	\$ 160.50
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -

SUBCONTRACTORS

DESCRIPTION	COST
Becon Contracting, LLC: Add Gutters - approx 277 lf	\$ 1,523.50
Becon Contracting, LLC: Add Downspouts - approx 288 lf	\$ 1,584.00

LABOR TYPE

TYPE	DESCRIPTION	COST/HR
A	Laborer	\$ 25.00
B	Carpenter	
C	Operator	\$ 50.00
D	Carpenter & Laborer	
E	Skidloader & operator	\$ 125.00
F	Backhoe & operator	\$ 150.00

INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR HOURS	LABOR COST	MAT'L COST/UNIT	MAT'L COST		TOTAL COST
Superintendent		HR	\$ 30.00		\$ -		\$ -		\$ -
General supt		HR	\$ 63.21		\$ -		\$ -		\$ -
Job office & utilities		DAY			\$ -	\$ 35.00	\$ -		\$ -
Storage trailer		DAY			\$ -	\$ 15.00	\$ -		\$ -
Misc tools & supplies @ 3%		LS			\$ -		\$ -		\$ -
Per diem		DAY			\$ -		\$ -		\$ -
Traffic control		DAY			\$ -		\$ -		\$ -
Building utilities		DAY			\$ -	\$ 75.00	\$ -		\$ -
Dumpster		EA			\$ -	\$ 300.00	\$ -		\$ -
Testing		LS			\$ -		\$ -		\$ -
Surveying		LS	\$ 300.00		\$ -		\$ -		\$ -
Safety		HR	\$ 42.97		\$ -		\$ -		\$ -
Project manager		HR	\$ 57.00		\$ -		\$ -		\$ -

COST SUMMARY

DIRECT COSTS	\$	10,692.50
SUBCONTRACTORS	\$	3,107.50
INDIRECT COSTS	\$	-
SUBTOTAL	\$	13,800.00
Tax @ 0%		0.00
Insurance 1.5%	\$	207.00
OVERHEAD @ 5%	\$	690.00
PROFIT @ 10%	\$	1,449.00
GRAND TOTAL	\$	16,146.00

This change order pricing is valid for 7 days.
An additional calendar days are requested.

APPROVAL

SIGNATURE	_____
DATE	_____



PROPOSAL REQUEST NUMBER 05

PROJECT: New Yukon Fire Station
Yukon, Oklahoma

PROJECT NUMBER: A167.0
CONTRACT FOR: General Construction

OWNER: City of Yukon

DATE: June 20, 2011

CONTRACTOR: Downey Contracting, LLC
3217 N.E 63rd
Oklahoma City, Oklahoma 73121

Attn: Day Zimbelman

Fax No. 405-478-5277
Tel. No. 405-478-5269

No. of pages 1

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.
This is not a change order, nor a direction to proceed with the work as described herein

Provide all materials, labor, services and incidentals required for furnishing and installing complete the several kinds of work described below. Refer to applicable or referenced specifications sections for product and/or execution requirements. Coordinate related work and modify surrounding work as required to complete the following described work:

1. Reference Specifications, Section 07311 ASPHALT SHINGLES: Change the three tab shingle to a 50 year, High Definition shingle.

Downey Contracting, LLC CHANGE ORDER PROPSAL

Project: Yukon Fire Station

Date: _____

28-Jun-11

Description: Upgrade Roofing System from 25 year 3 tab shingle to 50 year architectural shingle.

DIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR TYPE	LABOR HOURS	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -
					\$ -		\$ -		\$ -	\$ -

SUBCONTRACTORS

DESCRIPTION	COST
Becon Contracting: Upgrade Shingles to 50 year.	\$ 22,699.00
Becon Contracting: Change Roofing System to	\$ (5,000.00)
AC Vented Nail Base.	

LABOR TYPE

TYPE	DESCRIPTION	COST/HR
A	Laborer	\$ 25.00
B	Carpenter	
C	Operator	\$ 50.00
D	Carpenter & Laborer	
E	Skidloader & operator	\$ 125.00
F	Backhoe & operator	\$ 150.00

INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR HOURS	LABOR COST	MAT'L COST/UNIT	MAT'L COST		TOTAL COST
Superintendent		HR	\$ 30.00		\$ -		\$ -		\$ -
General supt		HR	\$ 63.21		\$ -		\$ -		\$ -
Job office & utilities		DAY			\$ -	\$ 35.00	\$ -		\$ -
Storage trailer		DAY			\$ -	\$ 15.00	\$ -		\$ -
Misc tools & supplies @ 3%		LS			\$ -		\$ -		\$ -
Per diem		DAY			\$ -		\$ -		\$ -
Traffic control		DAY			\$ -		\$ -		\$ -
Building utilities		DAY			\$ -	\$ 75.00	\$ -		\$ -
Dumpster		EA			\$ -	\$ 300.00	\$ -		\$ -
Testing		LS			\$ -		\$ -		\$ -
Surveying		LS	\$ 300.00		\$ -		\$ -		\$ -
Safety		HR	\$ 42.97		\$ -		\$ -		\$ -
Project manager		HR	\$ 57.00		\$ -		\$ -		\$ -

COST SUMMARY

DIRECT COSTS	\$ -
SUBCONTRACTORS	\$ 17,699.00
INDIRECT COSTS	\$ -
SUBTOTAL	\$ 17,699.00
Tax @ 0%	0.00
Insurance 1.5%	\$ 265.49
OVERHEAD @ 5%	\$ 884.95
PROFIT @ 10%	\$ 1,858.40
GRAND TOTAL	\$ 20,707.83

This change order pricing is valid for 7 days.
An additional _____ calendar days are requested.

APPROVAL

SIGNATURE _____
DATE _____



Date: 6-27-11
Subject: Cost Proposal for Shingle/Panel Upgrade

Below is a breakdown of the cost to upgrade to an Owens Corning Duration Premium Shingle.

<u>Item</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
Owens Corning Duration Premium 50 Yr Shingle	\$ 134.04/sq	229	\$ 30,690.58
Upgrade to 30# Felt			\$ 0.00
<u>15% Mark-up</u>			<u>\$ 4,603.59</u>
Total			\$ 35,294.17
<u>Credit for 25yr 3-tab shingle</u>	<u>\$ 55.00/sq</u>	<u>229</u>	<u>-\$ 12,595.00</u>
Price for Upgrade			\$ 22,699.17
Credit for replacing the called for decking system in the building plans to AC Foam CrossVent Deck			-\$ 5,000.00
<hr/>			
Total			\$ 17,699.17

Thank you,

Benjamin Avidas
Becon Contracting LLC
(405)286-2002
bc_avidas@coxinet.net

**BOARD OF
TRUSTEES**

July 15, 2011

MARCY ALEXANDER
STILLWATER
DISTRICT 5

DONNA DOOLEN
ADA
DISTRICT 3

JAY HEINRICHS
BROKEN ARROW
DISTRICT 1

LEROY LAGE
WATONGA
DISTRICT 8

JIM LUCKETT, JR.
EL RENO
AT-LARGE

ROBERT PARK
SALLISAW
DISTRICT 2

JOHN SHUGART
BETHANY
DISTRICT 6

GEORGE WILKINSON
WEATHERFORD
DISTRICT 7

BERTHA ANN YOUNG
STRAWNEE
DISTRICT 4

Dear OMRF District 6 Members:

OMRF has received two (2) nominations for the District 6 Trustee position:

1. John D. Shugart
2. Timothy Rundel

You are allowed one vote which must be cast by resolution. Enclosed please find a sample resolution which can be used as the ballot for casting your vote in the 2011 OMRF Board of Trustees election for District 6.

The list of nominees is printed on the reverse side of the sample resolution. A brief bio with information provided by each nominee is listed as well.

The ballot must be returned to the OMRF office **by August 30, 2011**. The nominee receiving the largest number of votes shall be elected to the office of OMRF Trustee representing District 6.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call.

Sincerely,

Jeanette K. Howard

Enclosure

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION OF _____, OKLAHOMA, CASTING A VOTE FOR ONE TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND TO FILL THE EXPIRING TERM OF ONE TRUSTEE.

WHEREAS, _____, Oklahoma, participates in the Oklahoma Municipal Retirement Fund and is eligible to cast one vote for the Trustee's office of the Oklahoma Municipal Retirement Fund to fill the expiring term.

NOW, THEREFORE, BE IT RESOLVED by _____, Oklahoma, that its vote for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. _____

END

The undersigned hereby certifies that the foregoing Resolution was introduced before the _____ of _____, Oklahoma, and was duly adopted and approved on the _____ day of _____, 2011.

MAYOR, PRESIDENT OR CHAIRMAN

ATTEST:

CLERK OR SECRETARY

(SEAL)

2011 NOMINEES FOR DISTRICT 6

TIM RUNDEL

- Mr. Rundel began his career in public service as a City Councilman in Yukon, OK.
- He served as Assistant City Manager in Yukon from 2001-2007.
- Mr. Rundel is currently the Assistant City Manger at City of Midwest City after serving as the Human Resources Director from 2007-2010. He oversees the operations for all of public safety, public works and community development.
- He graduated from Northwestern Oklahoma State University with a BA in Speech in 1993, and received a Master of Public Administration from the University of Oklahoma.
- Mr. Rundel served 6 years in the US Air Force and the Oklahoma Air National Guard.
- He has served on various boards and committees including OML, ICMA, CMAO, OKPELRA and ACOG. He served as president of the Yukon Rotary Club and the Yukon's Best Toastmaster Club.
- He is married with one son and one daughter. He is an active member at Lifechurch in Oklahoma City.

JOHN SHUGART

- Mr. Shugart is currently serving as an OMRF board member. He has served as Trustee since 1998 and chairs the Investment Committee.
- Mr. Shugart began his career in public administration in 1980 with the Central Oklahoma Transportation and Parking Authority as their Director of Administration and Controller.
- Mr. Shugart is currently working for the City of Bethany. He began at Bethany in 1988 as Finance Director and was appointed City Manager in 2005.
- Mr. Shugart served on the OMRF Defined Benefit Plan Task Force in 1991.
- Mr. Shugart is a member of the Government Finance Officers Association, City Managers' Association of Oklahoma, and the International Association of City Managers.
- Mr. Shugart received his Bachelor of Science Degree from Cameron University and his Master of Business Administration from the University of Central Oklahoma.
- John is married with one daughter and lives in Bethany.
- He is an U.S. Army veteran and is active in the Bethany Kiwanis Club.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
YUKON MASTER DRAINAGE PLAN/FLOOD RISK MITIGATION ACTION PLAN

THIS AGREEMENT made and entered into this ____ day of ____, 2011 between the City of Yukon, Oklahoma, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC, hereinafter referred to as ENGINEER, a professional limited liability company organized under the laws of the State of Oklahoma;

WITNESSETH:

WHEREAS, CITY intends to perform **MASTER DRAINAGE/FLOOD RISK MITIGATION ACTION PLANNING SERVICES**, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER is prepared to provide such SERVICES; and,

WHEREAS, funding for the PROJECT will be accounted for under Account Number 6009-5451101-040522063107;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws

and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.

6.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE.

7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.

7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

8.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other Contractor of the CITY.

9.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

10.0 INSURANCE.

10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.2 Automobile Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.3 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance in the amount of \$1,000,000 with prior acts endorsement for the insurance to remain in effect for two years after CITY acceptance of the PROJECT.

10.2 ENGINEER shall furnish CITY certificates of insurance evidencing the above insurance coverage with companies authorized to do business in the State of Oklahoma, which shall include an endorsement from the insurer that such insurance shall not be canceled without at least 30 days written notice to the CITY.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.

11.2 CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY'S risk.

12.0 TERMINATION OR SUSPENSION OF AGREEMENT.

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule

acceptable to CITY.

12.2.1 COMPENSATION. (a) In the event of termination or suspension for CITY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of Attachment D.

(b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with Attachment D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

13.0

NOTICE.

13.1

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1

To ENGINEER: Meshek & Associates, PLC
1437 South Boulder Avenue, Suite 1080
Tulsa, OK 74119

13.1.2

To CITY: City of Yukon
PO Box 850500
Yukon, OK 73085

13.2

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

14.0

UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0

INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D and Exhibits 1, and 2, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

16.0

DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER

and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's City Manager for resolution. If the City Manager is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

- 17.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the CITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or CITY presentations.
- 19.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.
- 20.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Yukon County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Yukon County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 21.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the CITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the CITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the CITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

- 22.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 23.0 THIRD PARTIES. This AGREEMENT is between CITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this AGREEMENT.
- 24.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 25.0 BINDING EFFECT. This Agreement shall be binding upon CITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 26.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- 27.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:
- 27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

27.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and

27.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

28.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Yukon.

Meshek & Associates, PLC

Janet K. Meshek, Manager

Date _____

(SEAL)
ATTEST:

CITY OF YUKON, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

City Attorney

City Manager

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
YUKON MASTER DRAINAGE PLAN/FLOOD RISK MITIGATION ACTION PLAN

SCOPE OF PROJECT

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of:

Phase I consists of preparation of floodplain mapping, flood risk assessment and analysis, and a Flood Risk Mitigation Action Plan for the Turtle Creek watershed in the City of Yukon, OK, in pursuit of a Hazard Mitigation Project Grant. This analysis and action plan will include recommendations for reducing flooding and improving water quality.

The following table identifies the studied streams:

HEC-RAS Modeling of Turtle Creek	Upper Cross-section	Upper Station	Number of Stream Miles
			Existing
Cornwell Branch of the East Branch of Turtle Creek	H	3140	0.59
East Branch of Turtle Creek	R	7200	1.36
Holly Branch of the Middle Branch of Turtle Creek	F	2015	0.38
Mainstem of Turtle Creek	M	6120	1.16
Middle Branch of Turtle Creek	Q	6060	1.15
West Branch of Turtle Creek	L	3640	0.69
Total			5.33

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
YUKON MASTER DRAINAGE PLAN/FLOOD RISK MITIGATION ACTION PLAN

SCOPE OF SERVICES

ATTACHMENT B

B. SCOPE OF SERVICES. The services to be performed by the ENGINEER under this AGREEMENT are described below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See Exhibit 1 - PROJECT Schedule); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed and be completed with the schedule.

The Basic Services to be provided by ENGINEER include, but are not limited to, the following tasks:

B.1. Flood Risk Mitigation Action Plan

B.1.1. Meetings, Outreach and Administration:

1. Hold Kickoff Meeting.
 - a. Confirm Project Goals:
 - 1.) HMGP phasing
 - 2.) Risk Map, etc.
 - b. Present Project QA/QC Plan to be applied to all deliverables.
 - c. Verify studied stream segments for both open and closed systems by field reconnaissance, and using the City's atlas and topographic information.
 - d. Identify planning and environmental constraints/opportunities.
 - e. Prepare the public involvement scope, planned media strategy and involvement, and public meeting schedule.

B.1.2. Collect and Review Existing data:

1. Collect existing information and record drawings, and inventory existing floodplains.
2. Collect planning documents as applicable to the watershed.
3. Collect drainage studies for particular projects or developments, etc.
4. Transfer City GIS elements and prepare GIS drainage layer for existing data.

5. Research Citizen/Homeowners Associations to contact for information and notification of meetings.
6. Collect soils and supplemental topographic data as required
7. Collect Data concerning drainage easements, rights-of-way, utility and transportation corridors as available from the City.
8. Research historic flooding, high-water marks, flood complaints, etc.

B.1.3. Inventory of existing drainage structures for open channels and closed systems.

1. Identify stream segments that include open channels for the majority of their lengths.
2. Note conditions along the floodplain(s), with photographs.
3. Note types and numbers of hydraulic and/or flood-control structures.
4. Note apparent maintenance or lack thereof of existing hydraulic structures.
5. Identify locations of cross sections to be surveyed (if any).
6. Identify other parameters needed for the hydrologic and hydraulic analyses.
7. Prepare Surveys for each stream segment in the following manner:
 - a. Provide a photograph of the upstream and downstream ends of each drainage structure as identified in the Project Work Plan and/or identified in the field.
 - b. Provide elevations of all structures located within each bridge or culvert with an accompanying sketch, as well as the inflow and outflow structures for all stormwater detention facilities currently existing within the City.
 - c. Provide a measurement of each bridge or culvert perpendicular to the alignment of the structure, as well as the widths and heights of all piers and intermediate walls of structures, and the distance between culverts if separate from each other.
8. Identify the closed system stream segments based on input from the City to be analyzed.
9. Prepare field work for each closed system stream segment in the following manner:
 - a. Inventory the type, size, material, and direction of flow for the selected storm drainage features, such as inlet, pipes and box culverts.
 - b. Provide elevations of all pertinent features, coded according to the City's data library conventions.
10. Provide all attribute data associated with each drainage feature in a GIS database, as directed by the City.

B.1.4. Base Map and Viewer

1. Develop and maintain a Base Map with Database and password-protected Project Web Viewer until the Project is complete.

2. Update Web Viewer on a schedule to be determined in the Work Plan.

B.1.5. Baseline Hydrology

1. Identify subarea boundaries, with a minimum of 15 acres for closed conduit type facilities and approximately 40 acres for open channel type facilities.
2. Prepare HEC-HMS models in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners Appendix C: Guidance for Riverine Flooding Analyses and Mapping (November 2009).
3. Provide both current and fully urbanized flow rates (based on the Comprehensive Plan) for floodplain mapping and for risk assessments.

B.1.6. QA/QC Baseline Hydrology

1. An H&H professional approved by the City of Yukon shall perform an impartial review of the technical, scientific, and other information submitted specific to the hydrologic analyses to ensure that the data and modeling are consistent with standards and standard engineering practice set forth in the **Project QA/QC Plan**.
2. This work shall include, at a minimum, the activities listed below:
 - a. Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - 1.) Use of acceptable models;
 - 2.) Use of appropriate methodology(ies);

B.1.7. Baseline Hydraulics – Open and Closed System Segments

1. Prepare the storm sewer analyses as required.
2. Identify cross-section locations to match FIS cross-sections where they currently exist, with supplemental location in all areas.
3. Prepare HEC-RAS models in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners Appendix C: Guidance for Riverine Flooding Analyses and Mapping (November 2009).
4. Modify HEC-RAS models as required to reflect overland floodplains in areas of inadequate storm sewer mains.

B.1.8. QA/QC Baseline Hydraulics

1. An H&H professional approved by the City of Yukon shall perform an impartial review of the technical, scientific, and other information submitted specific to the hydraulic analyses to ensure that the data and modeling are consistent with standards and standard engineering practice set forth in the **Project QA/QC Plan**.
2. This work shall include, at a minimum, the activities listed below:

- a. Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - 1.) Use of acceptable model(s);
 - 2.) Starting water-surface elevations;
 - 3.) Cross-section geometry;
 - 4.) Manning's "n" values and expansion/contraction coefficients;
 - 5.) Bridge and culvert modeling;
 - 6.) Flood discharges;
 - 7.) Regulatory floodway computation methods where required; and
 - 8.) Tie-in to upstream and downstream non-revised Flood Profiles.

B.1.9. Prepare Floodplain Mapping -

1. Provide Digital versions of input and output for any computer programs that were used consistent with the Digital Capture Standards from the G&S.
2. Any backup or supplemental information including supporting calculations and assumptions used in the mapping required for the independent QA/QC review of Hydrologic and Hydraulic Analyses and Floodplain Mapping consistent with the Digital Capture Standards from the G&S.
3. An explanation for the use of existing topography for the studied reaches, if appropriate.
4. Written summary of the analysis methodologies.
5. Paper documentation required by State Law for Professional certifications in addition to a scanned version of the paper for the digital record.
6. (Not a part of this Contract – can be provided by contract amendment) Provide DFIRM database (as required) prepared in accordance with the requirements in with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners Appendix C: Guidance for Riverine Flooding Analyses and Mapping - November 2009 (G&S).
7. (Not a part of this Contract – can be provided by contract amendment) Digital versions of draft FIS report, Floodway Data Tables and updated profiles including all profiles and tables, as well as any other necessary items for the finalization of the preliminary FIS.

B.1.10. QA/QC Floodplain Mapping

1. An H&H professional shall perform an impartial review of the technical, scientific, and other information submitted specific to the floodplain mapping to ensure that the information is consistent with standards and standard engineering practice set forth in the **Project QA/QC Plan**.

2. This work shall include, at a minimum, the activities listed below:
 - a. Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table and profiles.
 - b. (Not a part of this Contract – can be provided by contract amendment) Review the BFEs shown on the work map for proper location.
 - c. (Not a part of this Contract – can be provided by contract amendment) Review the regulatory floodway widths for agreement with the widths shown in the Floodway Data Table and the results of the hydraulic modeling.
 - d. (Not a part of this Contract – can be provided by contract amendment) Review the floodplain widths at cross sections as shown on the work maps to ensure the data matches the hydraulic modeling.
 - e. (Not a part of this Contract – can be provided by contract amendment) Review the floodplain boundaries as shown on the FIS work maps to ensure the data matches the Flood Profiles.
 - f. (Not a part of this Contract – can be provided by contract amendment) Review the flood insurance risk zones as shown on the work maps to ensure the data are labeled properly.
 - g. (Not a part of this Contract – can be provided by contract amendment) Review the DFIRM mapping files to ensure the data were prepared in accordance with the requirements in G&S.
 - h. (Not a part of this Contract – can be provided by contract amendment) Review the metadata files to ensure the data includes all required information shown in the NFIP Metadata Profiles Specifications.
3. Prepare a Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM as outlined in the approved QA/QC Plan.

B.1.11. Risk Assessment - Flood Damage Assessment and Problem Identification

1. Define problem areas based on results of floodplain mapping, call-in comment database and public hearing comments.
2. Prepare an inventory of flooded buildings:
3. Prepare a 10% storm floodplain map.
4. Obtain Finished Floor Elevations for each identified building in the 10% storm floodplain.
5. Prepare a FEMA BCA Full Data Module flood damage assessment for each of the identified flooded buildings in the 10% storm floodplain.
6. Update the Repetitive Loss List.
7. Prepare an inventory of overtopped bridges and culverts.
8. Prepare flood damage estimates.

B.1.12. Risk Analysis - Alternative Evaluation

1. Prepare up to five conceptual HEC-HMS analyses of alternative solutions.
2. Prepare benefit analyses based on avoided flood damages for the alternatives.
3. Prepare conceptual cost estimates for the alternative plans.
4. Prepare benefit cost analyses for the alternative plans.
5. Prepare concept drawings for the alternative plans.
6. Provide a recommendation based on the benefit-cost analyses.
7. Provide assistance to the HMGP grant writer in preparing the remaining required data for submittal of the grant application.

B.1.13. Flood Risk Mitigation Action Plan

1. Prepare detailed hydrology for the selected plan.
2. Prepare detailed hydraulics for the selected plan.
3. Determine capacity of proposed improvements.
4. Determine water surface elevations for the 1% through 0.5% storm events.
5. Prepare cost estimates.
6. Prepare **Flood Risk Mitigation Action Plan Document**
7. Prepare 10 hard copies of the draft **Flood Risk Mitigation Action Plan Document** and a PDF copy for review.

B.1.14. Perform Independent QA/QC: Flood Risk Mitigation Action Plan

1. An H&H professional approved by the City of Yukon shall perform an impartial review of the technical, scientific, and other information submitted specific to the **Flood Risk Mitigation Action Plan** to ensure that the data and modeling are consistent with standards and standard engineering practice set forth in the **Project QA/QC Plan**.
2. Include recommendations for protecting water quality in the watershed.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
YUKON MASTER DRAINAGE PLAN/FLOOD RISK MITIGATION ACTION PLAN

RESPONSIBILITIES OF THE CITY

ATTACHMENT C

- C. RESPONSIBILITIES OF THE CITY. The CITY agrees:
- C.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY, which may be useful in the PROJECT.
 - C.1.2 Standard drawings and standard specifications.
 - C.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
 - C.3 Staff Assistance. To furnish the services of at least one of CITY'S employees or staff who has right of entry to, and who has knowledge of, CITY'S facilities relating to this PROJECT.
 - C.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
 - C.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
 - C.4 Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.
 - C.5 Record Drawings. To provide to the ENGINEER the construction information required to prepare record drawings at the conclusion of construction.

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YUKON MASTER DRAINAGE PLAN/FLOOD RISK MITIGATION ACTION PLAN

COMPENSATION

ATTACHMENT D

- D. COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 2 - PROJECT Fee Schedule). Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed. CITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.
- D.1 TOTAL COMPENSATION.
- D.1.1 For the work under Attachment B, Scope of Work, an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$ 100,000.00).
- D.2 COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS.
- D.2.1 Labor Costs. Labor Costs shall mean actual hourly rates for personnel assigned to the PROJECT based upon percentage of the SERVICES completed at the time of billing.
- D.2.2 Overhead Costs. Overhead costs shall mean a percentage applied to Labor Costs. Overhead Costs shall be calculated as 159% of raw labor costs.
- D.2.3 Profit. Profit shall mean a percentage of the combined Labor Costs and Overhead Costs. Profit shall be calculated as 10% of the combined total of Labor Costs and Overhead Costs.
- D.2.4 Subconsultants and Subcontractors. Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus 5%.

- D.3 Other Engineering Services. Other engineering services not included in the foregoing, when authorized in writing by the CITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.
- D.4 Travel and Subsistence Reimbursement. Travel and subsistence shall be reimbursed at actual costs. Local travel by personal or firm automobile shall be compensated for at current IRS rate.
- D.5 Reproduction Reimbursement. Reproduction shall be reimbursed at actual cost, not to exceed budgeted amount and will not include payment of any markup, profit or overhead to the ENGINEER.
- D.6 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.
- D.7 Special Services Allowance. At the sole discretion of CITY, a Special Services Allowance for geotechnical, potholing, abstract (real estate) research, and/or permit/review fees may be provided by CITY. Any such allowance will be for the direct cost of the Special Services, not to exceed the budgeted amount and will not include payment of any markup, profit or overhead to ENGINEER.